



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 20, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST APPROVAL OF MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)
CONTRACT WITH FIRST 5 LA PROPOSITION 10 COMMISSION
(ALL DISTRICTS) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the Medi-Cal Administrative Activities (MAA) Contract (Contract) between the First 5 LA Commission (First 5 LA), an independent local government agency, and the County of Los Angeles Chief Administrative Office (County) to process claims for MAA reimbursement for services to eligible and potentially eligible Medi-Cal clients.
2. Delegate authority to the Chief Administrative Officer (CAO) to prepare and execute amendments as may be deemed necessary and/or to extend the term of this Contract subject to the provisions contained herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Medi-Cal Administrative Activities is a Federal reimbursement program which allows participating local government agencies to claim certain qualified MAA activities necessary for the efficient administration of the Medi-Cal Program. First 5 LA will be improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals and their families. This Contract will allow First 5 LA to claim for MAA services provided through their grantees to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services.

First 5 LA has identified the following programs as MAA eligible efforts: School Readiness (Early Learning and Health); Healthy Births; Partnership for Families; Family Literacy; Community-Development Initiatives; and First 5 LA Connect.

Implementation of Strategic Plan Goals

The recommended actions will allow Los Angeles County public agencies to access additional MAA revenues and will support the Countywide Strategic Plan Goal 4 Fiscal Responsibility, and Goal 5 Children and Families' Well-Being.

FISCAL IMPACT/FINANCING

First 5 LA will reimburse the County for its administrative costs, which will be billed quarterly, based on a detailed itemization of County staff time and activities. Estimated annual County administrative costs for Years 1 and 2 of this Contract are \$90,000 for a maximum of 1,000 hours a year. An estimated annual County administrative cost for Year 3 of this Contract is \$120,000 for a maximum of 1,330 hours a year. First 5 LA will be billed for one-half of the County's administrative costs with the balance to be reimbursed through the MAA Program. There is no overall fiscal impact on the County of Los Angeles. Services will be provided by existing County staff.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of this Contract is for a period of three (3) years, with two (2) one (1) year extensions with approval of the County and First 5 LA. The CAO will have the authority to sign the contract extensions pursuant to Recommendation No. 2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

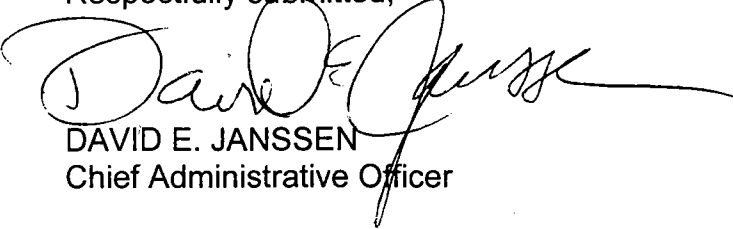
Children and families will be educated on health care services available to Medi-Cal eligible and potentially eligible clients. First 5 LA has grantees providing MAA services within all Supervisorial Districts and all the Service Planning Areas.

Honorable Board of Supervisors
June 20, 2006
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CONCLUSION

Upon approval by your Board, my Office respectfully requests that your staff provides one (1) original signed contract and two (2) adopted copies of the Board letter to Sandra Torres, Chief Administrative Office, Service Integration Branch, 222 South Hill Street, 6th Floor, Los Angeles, CA 90012.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:LS
ST:os

Attachment (1)

c: County Counsel
Auditor-Controller
First 5 LA

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
FIRST 5 LA
FOR
Medi-Cal Administrative Activities**

This Contract and Exhibits made and entered into this ____ day of _____, 2006 by and between the County of Los Angeles, hereinafter referred to as County and FIRST 5 LA, hereinafter referred to as Contractor. Contractor is located at 750 North Alameda Street, Suite 300, Los Angeles, CA 90012.

RECITALS

WHEREAS, pursuant to provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County hospitals, Comprehensive Health Centers and Health Centers, hereafter "County health care facilities;" and

WHEREAS, County has among its constituents a disproportionate share of underinsured and uninsured residents who seek medical care in County health care facilities;

WHEREAS, County desires Contractor's assistance in reaching out to County residents to educate them about their potential eligibility for Medi-Cal and to facilitate the Medi-Cal application process for them as well as to engage in program planning and development activities to increase the capacity of the Medi-Cal system and to close gaps in Medi-Cal service; and

WHEREAS, Medi-Cal Administrative Activities ("MAA") is a federal reimbursement

program that permits participating local government agencies to claim reimbursement, for certain qualified activities that the claiming unit provides, for the administration of the Medi-Cal program; and

WHEREAS, in California, the MAA Program is administered by the California Department of Health Services ("CDHS") which is permitted to contract with local government agencies to assist with the performance of administrative activities necessary for the proper and efficient administration of the Medi-Cal program; and

WHEREAS, in May 2003, the County's Board of Supervisors designated the County's Chief Administrative Office to serve as the County's Local Government Agency ("LGA") for purposes of participating in the MAA Program with the State of California through its CDHS; and

WHEREAS, pursuant to a contract between the County and the State of California on behalf of its CDHS, the LGA coordinates participation in the MAA Program for County departments and other non-County entities and agencies, which participation includes the submission of claims for reimbursement for MAA activities undertaken by County and non-County entities and agencies; and

WHEREAS, Contractor is a public entity created under the authority of Proposition 10, the Children and Families First initiative; and

WHEREAS, Contractor's mission is to make significant and measurable progress towards creating a future where children ages 0-5 are born healthy and raised in a loving and nurturing environment so that they grow up healthy, eager to learn and able to reach their full potential; and,

WHEREAS, Contractor has the expressed goal of partnering with communities and families in Los Angeles County to make significant progress in the areas of Early Learning, Health, and Safe Children and Families; and

WHEREAS, given its mission and goal, Contractor is situated to assist the County in achieving its desire to build Medi-Cal enrollment and capacity among Los Angeles County residents; and

WHEREAS, this Agreement is authorized by California Government Code sections 31000 and 26227 as well as by California Welfare and Institutions Code section 14132.47;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - INTENTIONALLY LEFT BLANK
- 1.3 EXHIBIT C - INTENTIONALLY LEFT BLANK
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration (See paragraph 6.0 for cross reference)
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Certification of Regarding Source of Funding Form

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A, attached hereto and incorporated herein by reference.
- 2.2 **Contractor:** The private business or public entity that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Coordinator:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract. For purposes of this Agreement, the County Project Manager will also function as the County's Local Government Agency (LGA) Coordinator.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in *Exhibit A - Statement of Work*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be thirty-six (36) months commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contract term may be extended for up to two (2) additional twelve (12) month periods, upon mutual agreement of County and Contractor. The Chief Administrative Officer or his designee has the authority to sign the contract extension.
- 4.3 The Contractor shall notify County Contract Director when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County Contract Director at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 Contractor shall submit invoices for the cost of MAA as set forth in *Exhibit A – Statement of Work*, attached hereto and incorporated herein by reference, only after the activities have been performed and the Contractor has paid its Subcontractors/Grantees in full for

- those activities. Payments to Contractor for services rendered in any fiscal year shall not exceed five million dollars (\$5,000,000).
- 5.2 County shall review and submit to the State for payment, claims for Federal Medicaid matching payments based on Contractor's invoices submitted in compliance with applicable State and Federal requirements, County procedures and this Agreement. County reserves the right to refuse to process invoices or submit claims for payment which the County reasonably determines do not meet County, State or Federal requirements.
- 5.3 Upon receipt of payments from the State, the County shall promptly pay to Contractor an amount equal to the revenue received by the County from the State for Medi-Cal Administrative Activities (MAA) performed by Contractor's MAA claiming units. Payment to Contractor is contingent upon the availability of State and/or Federal funds for MAA.
- 5.4 A reserve account shall be established and maintained by Contractor in the amount of 5% of the amount of payments made to the Contractor pursuant to section 5.1 for the purpose of providing a resource to pay any audit disallowances or other amounts due to the County, State or Federal governments relating to MAA under this Agreement. The reserve amount shall be retained in the reserve account until the later of 3 years or the date on which a final determination is made on any payment that is the subject of dispute with the State or Federal government, unless a shorter retention period is agreed to in writing by the parties. The reserve may be used to pay State and Federal audit disallowances or other invoice corrections or adjustments made by the County or State for good cause and in writing to the Contractor. Repayments of disallowances and other invoice corrections or adjustments must be paid by the Contractor within forty-five (45) business days from the date of notice thereof. Contractor shall provide to the Auditor-

Controller for the County, and update on a quarterly basis, all records regarding the Reserve account.

- 5.5 The Contractor shall pay to the County 50% of its proportionate share of actual costs incurred by the County for the administration of the MAA program in the County. The County will submit to Contractor a quarterly bill, based on a detailed itemization of Los Angeles County staff time and activities. Costs billed will be determined in accordance with the MAA claiming methods and will be consistent with the claim submitted by the County to the State for the Federal share of such administrative costs.
- 5.6 Notwithstanding any other provisions of this Agreement, the State and County shall be held harmless by Contractor from any reduction, recoupment, disallowance or other claim relating to MAA performed under this Agreement, either by the Contractor or its Subcontractors/Grantees, including Federal audit disallowances or other invoice corrections or adjustments, as well as any related interest. Contractor shall hold the County harmless from any such loss, irrespective of whether the amount in the reserve account is adequate to cover the loss.
- 5.7 Contractor shall pay a proportional share of County's LGA Consortium Participation Fees in July following the end of County's fiscal year, June 30.
- 5.8 Contractor's expenditures for MAA performed by Contractor or its Subcontractor/Grantees shall be made with funds that qualify as the non-federal share of Medicaid certified public expenditures under Section 1903(w) of the Social Security Act, 42. U.S.C §1396b(w), and 42 C.F.R §433.51 and any other applicable State or Federal law. Each invoice shall be accompanied by a signed certification of the form attached as *Exhibit J – Certification Regarding Source of Funds*. Contractor's expenditures for MAA shall be consistent with any restrictions, limitations or conditions

that apply to the funding sources used for expenditures made under Agreement.

- 5.9 Nothing in this Agreement requires either party to maintain or increase existing levels of funding for MAA.
- 5.10 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E - County's Administration*, attached hereto and incorporated herein by reference. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 COUNTY'S CONTRACT PROJECT MONITOR

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR'S PROJECT COORDINATOR

7.1.1 The Contractor's Project Coordinator is designated in *Exhibit F - Contractor's Administration*, attached hereto and incorporated herein by reference. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Coordinator.

7.1.2 The Contractor's Project Coordinator shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff (including staff employed by Subcontractor/Grantees) performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Coordinator. County will consult with Contractor prior to disapproval of Contractor staff.

7.3 CONFIDENTIALITY

- 7.3.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.3.2 The Contractor shall inform all of its officers, employees, agents and subcontractors/grantees providing services hereunder of the confidentiality provisions of this Contract.
- 7.3.3 The Contractor shall sign and adhere to the provisions of Exhibit G - Contractor Acknowledgement and Confidentiality Agreement(s).

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s),

corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including

any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County.
- 8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the County and by Contractor.
- 8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Chief Administrative Officer and by Contractor.
- 8.4.4 The Chief Administrative Officer may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such

extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Chief Administrative Officer and Contractor.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 10 (ten) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors/grantees of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*, attached hereto and incorporated herein by reference.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a

copy of which is attached hereto and incorporated herein by reference as *Exhibit H*.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary

services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor/Grantee to perform services for the County under the Contract, the Subcontractor/Grantee shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County

may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

**8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given consideration for such employment openings.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily

perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5)

years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors/Grantees of Contractor

These terms shall also apply to Subcontractors/Grantees of County Contractor.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors/Grantees, if any, to post this poster in a prominent position in the Subcontractor/Grantee's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all

Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of

such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS

8.20.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits,

disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.20.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.3 - Confidentiality.

8.21 INDEMNIFICATION

8.21.1 Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.21.2 County shall indemnify, defend and hold harmless Contractor and its elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement.

8.22 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors/Grantees to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.22.1 Evidence of Insurance: Prior to commencing services under this Contract certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Lisa Rizzo
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
(213) 974-4602
lrizzo@cao.co.la.ca.us

Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such

deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.22.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of

occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.22.6 Insurance Coverage Requirements for Subcontractors/Grantees: The Contractor shall ensure any and all Subcontractors/Grantees performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors/Grantees, or
- The Contractor providing evidence submitted by Subcontractors/Grantees evidencing that Subcontractors/Grantees maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor/Grantee insurance coverage at any time.

8.23 INSURANCE COVERAGE REQUIREMENTS

8.23.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.23.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

8.23.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.24.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding

companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.24.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D - Contractor's EEO Certification*.

8.24.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.24.4 The Contractor certifies and agrees that it will deal with its subcontractors/grantees, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.24.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this

Contract or under any project, program, or activity supported by this Contract.

8.24.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.24 when so requested by the County.

8.24.7 If the County finds that any provisions of this Sub-paragraph 8.24 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.24.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.25 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.26 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.27 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Chief Administrative Officer, or designee shall resolve it.

8.28 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor/Grantee to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.29 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor/Grantee to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.30 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - County's Administration and F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Administrative Officer shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.31 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.32 PUBLIC RECORDS ACT

8.32.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.33 - Record Retention and Inspection/Audit Settlement of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if

disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.32.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.33 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of four (4) years following the termination of this contract, or until such time as all audits are completed whichever is later. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County

to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.33.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.33.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.33 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.34 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the any extent possible on this Contract.

8.35 SUBCONTRACTING

8.35.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.35.2 Prior to subcontracting, Contractor shall provide the following information to the Chief Administrative Officer:

- A description of the MAA related work to be preformed by the subcontractor herein known as Subcontractor/Grantee;
- A draft copy of the proposed subcontract;
- A draft MAA Claiming Plan and duty statements as required by State and County; and
- Other pertinent information and/or certifications requested by CAO.

8.35.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor/Grantee in the same manner and to the same degree as if such Subcontractor(s)/Grantee(s) were the Contractor employees.

8.35.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.35.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor/Grantee employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors/Grantees of this County right.

8.35.6 CAO LGA Coordinator is authorized to act for and on behalf of the County with respect to approval of any subcontract.

8.35.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors/Grantees and their officers, employees,

agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

8.35.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor/Grantee maintains all the programs of insurance required by the County from each approved Subcontractor/Grantee.

8.36 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.38 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.37 TERMINATION FOR CONVENIENCE

8.37.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.37.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.37.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.33, Record Retention & Inspection/Audit Settlement.

8.38 TERMINATION FOR DEFAULT

8.38.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.38.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.38.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services

similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

- 8.38.3 Except with respect to defaults of any Subcontractor/Grantee, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.38.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor/Grantee, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor/Grantee, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor/Grantee were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.38.3, the terms "Subcontractor/Grantee" and "Subcontractors/Grantees" mean Subcontractor(s)/Grantee(s) at any tier.

- 8.38.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.38, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.38, or that the default was excusable under the provisions of Sub-paragraph 8.38.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.37 - Termination for Convenience.
- 8.38.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.38.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.38.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Chief Administrative Officer or his designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.21 - Indemnification.

- 8.38.6 The rights and remedies of the County provided in this Sub-paragraph 8.38 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.39 TERMINATION FOR IMPROPER CONSIDERATION

- 8.39.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.39.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.39.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.40 TERMINATION FOR INSOLVENCY

8.40.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.40.2 The rights and remedies of the County provided in this Sub-paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.41 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the

Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.42 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.43 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.44 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 WARRANTY AGAINST CONTINGENT FEES

8.45.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this

Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.45.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: FIRST 5 LA

By Erleen V. Martinez
Name
Executive Director
Title

COUNTY OF LOS ANGELES

By _____
Mayor, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
Board of Supervisors

APPROVED AS TO FORM:

Craig A. Steele
Legal Counsel

By [Signature]

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By Sharon A. Reichman
Richard Mason
Assistant County Counsel

STATEMENT OF WORK

MEDI-CAL ADMINISTRATIVE ACTIVITIES FOR CONTRACTORS

1. **PURPOSE OF CONTRACT:** First 5 LA and/or its Subcontractors/Grantees will perform Medi-Cal Administrative Activities (MAA) as approved by County, and on behalf of the State and County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families (where served by the Contractor).
2. **MEDI-CAL ADMINISTRATIVE ACTIVITIES:** For purposes of this Contract, the following activities shall be considered MAA for which Contractor may submit claims pursuant to the terms and conditions of this Contract:
 - A. **MEDI-CAL OUTREACH:** Medi-Cal outreach for purposes of Medi-Cal administrative claiming must be targeted to:
 - Bringing potential eligible recipients into the Medi-Cal system for the purposes of determining Medi-Cal eligibility; and
 - Bringing Medi-Cal eligible people into Medi-Cal services (information and referral).

Outreach may consist of direct campaigns or may be an ongoing activity, such as (1) operation of a telephone or walk-in referral services to direct people on where to apply for Medi-Cal, or how to connect with Medi-Cal covered services; (2) operation of a drop-in community center for underserved populations, where Medi-Cal eligibility and service information is disseminated.

Federal and State requirements mandate that certain outreach activities be discounted by the Medi-Cal percentage. Medi-Cal only outreach campaigns directed to the entire population to encourage potential Medi-Cal eligible recipients to apply for Medi-Cal are not discounted. Outreach campaigns directed towards bringing specific high risk populations (including Medi-Cal eligible and non-Medi-Cal eligible persons), are discounted by the countywide Medi-Cal percentage.

The following activities are **not** considered Medi-Cal outreach under any circumstances and shall not be claimable or reimbursable:

- General preventive health education programs or campaigns addressed to lifestyle changes in the general population (e.g., SANE, DARE, dental prevention, anti-smoking, alcohol reduction, etc.).

- Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal.

B. **FACILITATING MEDI-CAL APPLICATION (Eligibility Intake)**: Eligibility Intake shall include explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or re-determination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the County Department of Public Social Services; and/or providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself.

C. **MEDICAL NON-EMERGENCY TRANSPORTATION**: The actual costs of arranging and providing non-emergency transportation, and accompaniment, when medically necessary, by an attendant (not a Targeted Case Management (TCM) case manager) of Medi-Cal eligibles to Medi-Cal services shall be allowable as MAA to the extent that such costs are actually borne by the Contractor in accordance with 42 Code of Federal Regulations, Section 440.170. Examples of allowable non-emergency transportation costs include: taxi vouchers, bus tokens and mileage.

D. **MAA TRAINING**: MAA training activities shall include the giving and receiving of training related to the overall implementation of the MAA program and MAA time survey training. Such training activities shall be time studied in accordance with the purpose of the training. For example, training related to Medi-Cal outreach shall be claimed as "Outreach". Training that is unrelated to MAA is not allowable.

E. **CONTRACTING FOR MEDI-CAL SERVICES**: As a government entity, Contractor may itself contract for Medi-Cal Services. As such, it may enter into contracts with community based organizations or other provider agencies for the provision of Medi-Cal services and/or MAA. Contractor may claim the costs of contract administration for allowable MAA, such as Outreach, or claim the costs under contract administration. Accordingly, Contractor must elect which type of claim to submit as it is precluded from claiming under both. Finally, contracting for Medi-Cal services may only be claimed under contract administration.

Contracting for MAA and/or Medi-Cal services is claimable as MAA when the administration of those contracts meets all of the following criteria:

- The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve contract

administration, according to the duty statements or job descriptions of the employees being claimed.

- The contract administration involves contractors that provide MAA and/or Medi-Cal services.
- The contract administration must be directed to one or more of the following goals: (1) providing technical assistance to Medi-Cal Subcontractors/Grantees regarding County, State and Federal regulations; monitoring provider agency capacity and availability; and (3) ensuring compliance with the terms of the contract.
- The contract administration costs being claimed are not for Subcontractors/Grantees who are service providers under managed care arrangements.

F. **PROGRAM PLANNING AND POLICY DEVELOPMENT:** MAA for program planning and policy development, performed by Contractor, shall include developing resource directories, preparing Medi-Cal data reports, conducting needs assessments, or preparing proposals for the expansion of Medi-Cal services. Program planning and policy development is not currently allowed for Subcontractors/Grantees.

G. **MAA COORDINATION AND CLAIMS ADMINISTRATION:** MAA coordination and claims administration shall include the following activities, as well as other reasonable activities directly related to Contractor's administration of MAA:

- Drafting, revising and submitting MAA claiming plans to the CAO LGA Coordinator.
- Conducting and reviewing time surveys, compiling the results and submitting them as required by CAO LGA Coordinator.
- Serving as liaison between Contractor's MAA unit and County.
- Claim administration including overseeing, preparing, compiling, revising, and submitting MAA claims to County Auditor-Controller.
- Attending MAA related training sessions, meetings, and conferences.
- Training Contractor's MAA unit staff and Subcontractors/Grantees on State, Federal and County requirements as required for performance under this Agreement.

3. CONTRACTOR'S RESPONSIBILITIES

- a. Contractor shall provide MAA, either directly or under contract with Subcontractors/Grantees. The MAA provided will assist in the proper and efficient administration of the Medi-Cal program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families, as appropriate. Payments of such subcontracts shall be the sole responsibility of Contractor and shall be made from

Contractor's funds. Contractor shall certify that such payments were made in compliance with state and federal law. Contractor acknowledges that the State and County will rely on such certification in submitting claims for federal Medicaid funds, in accordance with the provisions of Section 5.8, and that knowing misrepresentations of such certification could lead to civil and/or criminal penalties,

- b. Contractor shall write and submit the MAA claiming plans to the County's LGA Coordinator upon execution of contract, or not later than 4 weeks after execution. Additional MAA claiming plans, amendments, invoices, and other required documents shall be provided in accordance with County procedures and State requirements.
 - i. MAA Invoices will be submitted to the Auditor-Controller at least six weeks prior to the LGA Coordinator's planned submission to the State Department of Health Services. The County's Auditor-Controller shall notify Contractor two months prior to the planned submission.
- c. In accordance with Paragraph 8.35 – Subcontracting, Contractor shall provide MAA related language to LGA Coordinator for review and approval prior to finalizing Subcontractor/Grantee contracts and contract amendments.
- d. Contractor shall monitor to ensure that MAA performed by Contractor and its Subcontractors/Grantees meet State requirements for the MAA program, and MAA performed are accurately identified in a MAA claiming plan approved by County. Contractor shall submit MAA claiming plan amendments to County's LGA Coordinator as necessary to meet State requirements.
- e. Contractor shall attend State and County provided MAA training, meetings and work groups, as required by County.
- f. Contractor shall provide training and technical support to Subcontractors/Grantees as needed. Such training and technical support will include, any applicable State and Federal Policies and Procedures, and any other instructions, information and forms necessary for preparing, and submitting MAA claiming plans, invoices, and MAA time surveys.

4. COUNTY RESPONSIBILITIES

- a. County's Chief Administrative Office (CAO) shall provide the LGA Coordinator who will participate in the LGA Consortium and meet the LGA requirements as set forth by the State Department of Health Services. These responsibilities include the following:
 - i. Acting as liaison with the State, the LGA Consortium, and the other County MAA programs on all MAA related issues.
 - ii. Providing a resource for MAA program questions, resolving issues and disseminating information.
 - iii. Reviewing, and submitting to the State required MAA documents including but not limited to MAA claiming plans, claiming plan amendments, invoices, audit responses and time survey requests in accordance with the State and Federal guidelines as indicated in the County's MAA Manual.
 - iv. Ensuring the State MAA agreement and Host County Agreement are reviewed, and approved. A copy of such finalized agreements will be sent to Contractor within a reasonable time after execution by County and the State of California.
- b. County's Auditor-Controller shall provide oversight of the MAA fiscal issues. Such oversight shall include:
 - i. Providing a resource for fiscal questions, resolving issues and disseminating information. As needed training and assistance will be provided, in preparation of complex schedules and required financial disclosures.
 - ii. Reviewing of State required MAA documents including but not limited to invoices, audit responses and other County, State or Federal fiscal related documentation.
 - iii. Maintaining records of claims and related revenue generated.
 - iv. Disbursing revenue to Contractor as allowed by County guidelines.
 - v. Paying the annual LGA Consortium Participation Fee as allowed by County guidelines.
 - vi. Conducting an examination of the accounting records of Contractor and its service providers as necessary to have the County LGA certify as eligible match or "Certified Public Expenditures" (CPE) as defined under federal law, required to submit MAA invoices.

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CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: First 5 LA Medi-Cal Administrative Activities
CONTRACT NO: _____

COUNTY PROJECT DIRECTOR:

Name: Ms. Lari Sheehan

Title: Assistant Administrative Officer, Chief Administrative Office

Address: 222 S. Hill Street, 5th Floor, Los Angeles, CA 90012

Telephone: (213) 893-2477

Facsimile: (213) 229-2738

E-Mail Address: lsheehan@cao.co.la.ca.us

COUNTY PROJECT MANAGER:

Name: Mr. Leonard Kaye

Title: Interim Local Government Administrator, Office of Auditor-Controller

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: lkaye@auditor.co.la.ca.us

COUNTY CONTRACT PROJECT MONITOR:

Name: Ms. Sandra Torres

Title: Interim Alternate Local Government Administrator, Chief Administrative Office

Address: 222 S. Hill Street, 5th Floor, Los Angeles, CA 90012

Telephone: (213) 974-5410

Facsimile: (213) 687-1152

E-Mail Address: sttorres@cao.co.la.ca.us

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: First 5 LA Medi-Cal Administrative Activities
CONTRACT NO: _____

CONTRACTOR'S PROJECT COORDINATOR:

Name: Ms. Sharon Campbell

Title: Program Officer, First 5 LA

Address: 750 N. Alameda Street, Suite 300, Los Angeles, CA 90012

Telephone: 213-482-7570

Facsimile: 213-282-5903

E-Mail Address: scampbell@first5la.org

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

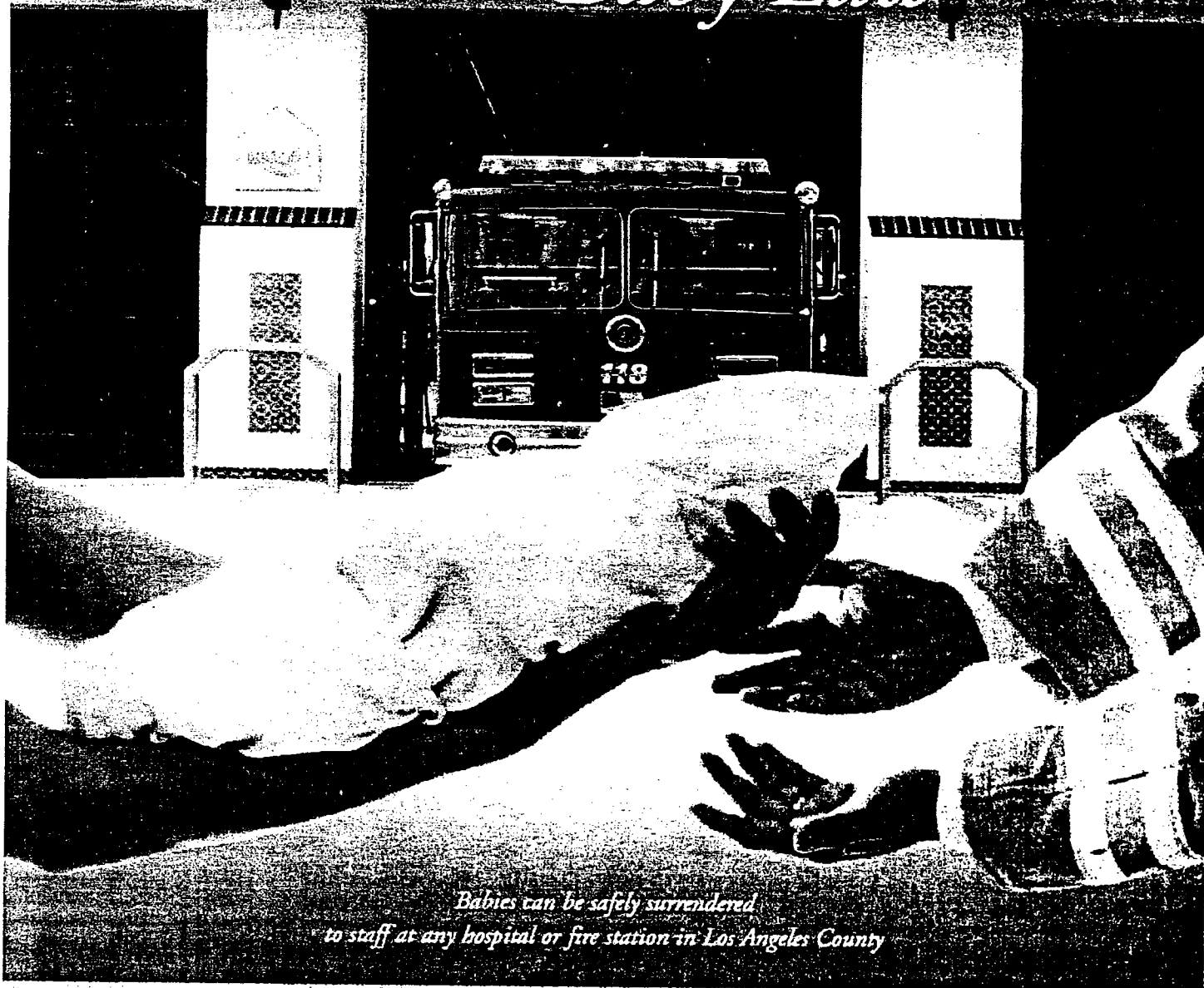
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

Safely Surrendered

What is the Safely

Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



CERTIFICATION REGARDING SOURCE OF FUNDS

QUARTER BEING INVOICED:

CLAIMING UNIT NAME FOR MAA INVOICES BEING SUBMITTED:

The undersigned hereby certifies as follows:

i) The public expenditures by the CONTRACTOR in performing Medi-Cal Administrative Activities to Medi-Cal beneficiaries pursuant to Contract No. _____, between the County of Los Angeles ("County"), Chief Administrative Office, and CONTRACTOR, for the period from _____ to _____, represent expenditures eligible for federal financial participation under Title XIX of the Social Security Act, 42 U.S.C. § 1396 *et seq.*, and 42 C.F.R. § 433.51 and any other applicable State or Federal law.

ii) The funds expended by the CONTRACTOR under Contract No. _____ were public funds and not federal funds or, if they were federal funds, such funds were authorized by federal law to be used to match other federal funds.

iii) The public funds expended by the CONTRACTOR in rendering Medi-Cal Administrative Activities to Medi-Cal beneficiaries pursuant to Contract No. _____, between the County of Los Angeles ("County"), Chief Administrative Office, and CONTRACTOR, for the period from _____ to _____, were expended in compliance with applicable State and Federal law governing the MAA program.

iv) I certify that, to the best of my knowledge and belief, the claims submitted and attached accurately reflect the MAA services performed, and were described in the MAA Claiming Plan in effect during the period of the claim. The claims comply with applicable federal and state MAA time survey and claiming methodology requirements, as described in the MAA Contract.

v) I understand that this/these invoice(s) shall be subject to the review and approval of the State of California Department of Health Services and Centers for Medicare and Medicaid Services.

vi) I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief, and that I have notice that this information is to be used for filing a claim with the Federal Government for federal funds, and the knowing misrepresentation constitutes violation of the Federal False Claims Act.

SIGNED: _____

DATED: _____

TITLE: _____